

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX

IN THE MATTER OF:

The Oxnard Refinery
Oxnard, California

Respondent:

Tenby, Incorporated
dba Oxnard Refinery and
Chase Production Company

ADMINISTRATIVE ORDER ON
CONSENT FOR REMOVAL ACTION

DOCKET NO. 94-02

Sections 311(c) and (e) of
the Clean Water Act, as
amended, and the Oil
Pollution Act of 1990, 33
U.S.C. § 2701 et seq.

I. JURISDICTION AND GENERAL PROVISIONS

1.1 This Administrative Order on Consent ("Order") is entered into by the United States Environmental Protection Agency ("EPA") and Tenby, Incorporated doing business as Oxnard Refinery and Chase Production Company ("Respondent"). This Order provides for the removal action by Respondent and the reimbursement of monitoring costs incurred by the United States in connection with the discharge of oil from the Facility into navigable waters and their adjoining shorelines.

1.2 This Order is issued pursuant to the authority vested in the President of the United States by Section 311(c) and (e) of the Clean Water Act ("CWA"), 33 U.S.C. § 1321(c) and (e), as amended, and the Oil Pollution Act of 1990 ("OPA"), 33 U.S.C. § 2701 et seq., Pub. Law 101-380 (Aug. 18, 1990) and the authority vested in the Administrator of EPA by Executive Order 12777. The authority vested in the Administrator pursuant to the CWA has been further delegated to the Regional Administrators by EPA Delegation No. 2-85, dated January 19, 1993.

1.3 Subject to the terms as set forth herein, Respondent agrees to comply with and be bound by the terms and conditions of this Order, including performance of the removal action. The removal action shall be consistent with the National Oil and Hazardous

1 Substances Pollution Contingency Plan ("NCP"), as amended, 40
2 C.F.R. Part 300, the CWA, and the OPA. Respondent further agrees
3 that it will not contest EPA's authority and/or jurisdiction to
4 enter into, issue or enforce any of the terms of this Order.
5

6 1.4 Respondent's participation in this Order shall not
7 constitute or be construed as an admission of liability or of
8 EPA's findings, statements, conclusions of law or determinations
9 contained in this Order.

10
11 1.5 Pursuant to Section 311(e) of the CWA, 33 U.S.C. § 1321(e),
12 EPA has notified the State of California of the issuance of this
13 Order.
14

15 II. PARTIES BOUND

16
17 2.1 This Order applies to and is binding upon EPA and its
18 agents, Respondent and its agents, successors, and assigns. Any
19 change in ownership or corporate or partnership status of
20 Respondent including, but not limited to, any transfer of assets
21 or real or personal property, shall not in any way alter
22 Respondent's responsibilities under this Order.
23

24 2.2 In the event of any change in ownership or control of the
25 real property or Facility which is the subject of this Order
26 during the period of time in which this Order is in effect,
27 Respondent shall notify EPA in writing at least thirty (30)
28 calendar days in advance of such change and shall provide a copy
29 of this Order to the transferee in interest prior to any
30 agreement for transfer.
31

32 2.3 Respondent shall provide a copy of this Order to all
33 contractors, subcontractors, supervisory personnel, laboratories,
34 and consultants retained by Respondent to conduct any portion of
35 the removal action to be performed by Respondent pursuant to this
36 Order. Respondent shall be responsible for any noncompliance
37 with this Order by any contractors, subcontractors, supervisory
38 personnel, laboratories, and consultants retained by Respondent
39 to conduct any portion of the removal action to be performed by
40 Respondent pursuant to this Order.
41

42 III. STATEMENT OF PURPOSE

43
44 3.1 This Order requires Respondent to ensure effective and
45 immediate removal of a discharge, and mitigation or prevention of
46 a substantial threat of a discharge, of oil from the Facility
47 into or on navigable waters and their existing shorelines in
48 order to protect public health or welfare. EPA believes that
49 long-term response measures not identified in this Order may be
50 necessary to address completely the contamination at and from the

1 Facility.

2
3 **IV. DEFINITIONS**

4
5 4.1 "Business days" as used in this Order shall mean every day
6 of the week except Saturdays, Sundays, and federal holidays.

7
8 4.2 "Calendar days" as used in this Order shall mean every day
9 of the week, including Saturdays, Sundays, and all holidays.

10
11 4.3 "Facility" as used in this Order shall mean any structure,
12 group of structures, equipment or device which is used by
13 Respondent for one or more of the following purposes: exploring,
14 drilling, producing, storing, handling, transferring, processing,
15 or transporting oil including pipelines.

16
17 4.4 "Site" as used in this Order shall mean the areas of soil,
18 surface water, and/or groundwater that have been contaminated
19 with oil at or from the Facility.

20
21 4.5 "Effective date" as used in this Order shall be three (3)
22 business days following the date of signature by the Regional
23 Administrator, U.S. EPA, Region IX.

24
25 4.6 All terms not defined herein shall have the meanings set
26 forth in the OPA, the CWA, and the NCP.

27
28 **V. FINDINGS OF FACT**

29
30 **Site Overview**

31
32 5.1 Respondent is a corporation incorporated in the State of
33 California in 1956. Respondent's current corporate president is
34 Morley Chase ("Chase"), an individual residing in Carpinteria,
35 California.

36
37 5.2 Respondent owns and operates the real property and Facility
38 that are the subject of this Order. Such real property owned and
39 operated by Respondent is located in an unincorporated portion of
40 Ventura County, California. The Facility owned and operated by
41 Respondent includes the Oxnard Refinery which is located at 3450
42 East Fifth Street in Oxnard, California and shown on Exhibit 1
43 which is incorporated by reference.

44
45 5.3 Respondent extracts crude oil from the Vacca Tar Sands oil
46 fields and processes the extracted crude oil into asphalt
47 products. The Facility associated with the production and
48 refining include oil wells, pipelines, storage tanks, surface
49 impoundments, and an asphalt refinery.

1 5.4 The main processing area is an eight acre asphalt refinery
2 that was constructed in 1938. The refinery is located on the
3 south side of East Fifth Street and used to distill crude oil to
4 produce asphalt products. The refinery is shown on Exhibit 2-a
5 which is incorporated by reference.

6
7 5.5 A five-acre parcel located on the north side of East Fifth
8 Street is known as 3500 Tank Farm ("Tank Farm"). The Tank Farm
9 is shown on Exhibit 2-b which is incorporated by reference. The
10 Tank Farm was constructed in 1947. Originally, the Tank Farm was
11 a refinery owned by a predecessor of Respondent and was used to
12 distill crude oil to produce asphalt. The refinery operation was
13 closed in 1964. Respondent acquired the property in 1964 to
14 increase tank storage capacity for the active refinery.

15
16 5.6 There are nine tank farms in total: six tank farms are
17 located next to each other at the refinery on the south side of
18 East Fifth Street; two tank farms are located at the Tank Farm on
19 the north side of East Fifth Street; and one tank farm, Texcon
20 Tank Farm, is located approximately one mile away at the
21 intersection of Sturgis and Wolf Roads. The Texcon Tank Farm is
22 shown on Exhibit 2-c which is incorporated by reference. These
23 nine tank farms contain 42 storage tanks for raw materials,
24 finished products, and produced water.

25
26 5.7 Respondent's storage tanks contain crude oil, diluent and
27 asphalt. The storage capacity of the tanks range from 500 to
28 30,000 barrels. The total storage tank capacity at the refinery
29 is approximately 69,400 barrels (32,500 bbls asphalt; 31,000 bbls
30 crude oil; 5,900 bbls diluent). The storage tank capacity at the
31 Tank Farm is approximately 16,500 barrels (12,000 bbls diluent;
32 4,500 bbls refinery feedstock). The storage tank capacity at the
33 Texcon Tank Farm is 4,000 barrels crude oil.

34
35 5.8 According to Chase, there are currently no underground
36 storage tanks. During the years 1973 through 1988, five
37 underground tanks were removed by Respondent.

38
39 5.9 Respondent operates 84 oil wells under four oil leases to
40 which Respondent holds mineral rights. These include 60 active
41 oil wells, 2 active water flood wells, 2 inactive water flood
42 wells and 20 inactive oil wells. The oil wells produce
43 approximately 2,000 barrels per day of gross production. The
44 gross production contains approximately 50 percent water, 35
45 percent net crude oil, and 15 percent diluent mixture. Diluent
46 is a naturally occurring petroleum liquid found in crude oil. It
47 is used as a "thinner" for heavier crude oils and has the
48 characteristics of diesel fuel, although having a higher sulphur
49 content. The gross production uses approximately 450 barrels of
50 diluent per day. Asphalt production is approximately 1,200

1 barrels per day.

2
3 5.10 Numerous aboveground and underground pipelines service the
4 oil wells and refinery. Pipelines deliver diluent, steam, and
5 power to the oil wells. Pipelines are also used to transfer
6 gross production from the oil wells to the refinery.
7 Additionally, pipelines transfer materials between tank farms.
8

9 5.11 The refinery and oil wells are surrounded by productive
10 agricultural fields. Irrigation, drainage, crude oil, and
11 diluent pipelines are located beneath the agricultural fields.
12 The drainage pipes beneath the agricultural fields collect and
13 remove excess irrigation water. The drainage pipes are situated
14 such that lateral pipes, approximately 2 to three inches in
15 diameter, are placed parallel to each other approximately every
16 200 feet across the fields. The laterals may be perforated
17 polyvinyl chloride ("PVC") pipes in gravel pack or concrete pipe
18 with gravel packed joints. The laterals pipes are connected
19 perpendicularly to main tile drain pipes, approximately six to
20 eight inches in diameter. The main tile pipes discharge directly
21 into an irrigation drainage ditch ("Drainage Ditch") .
22

23 5.12 The Drainage Ditch is approximately eight feet wide and
24 approximately twelve feet deep. The Drainage Ditch is situated
25 on the east side of the refinery. It runs north to south
26 beginning near East Fifth Street and discharges approximately six
27 miles south into the Mugu Lagoon. A main tile drain pipe runs
28 under East Fifth Street and discharges directly into the Drainage
29 Ditch at its northern tip. The Drainage Ditch is intersected by
30 an east drainage ditch approximately 1300 feet south of the
31 northern tip of the Drainage Ditch. The east drainage ditch
32 receives irrigation water from irrigation tile drainage systems
33 for a parcel of property operated by Respondent that is situated
34 east of the northern most stretch of the Drainage Ditch. The
35 east drainage ditch also receives irrigation water from upstream
36 sources not owned or operated by Respondent. The east drainage
37 ditch discharges into the Drainage Ditch at the point of
38 intersection.
39

40 Initial Response Actions

41

42 5.13 On or about March 11, 1993, personnel from the California
43 Department of Fish and Game ("CDFG") observed oil discharging
44 from a main tile drain pipe near El Rio Well No. 8 into the
45 Drainage Ditch. An investigation revealed that the source was a
46 leaking crude oil flow line at El Rio Well No. 8. A subsequent
47 investigation by CDFG revealed oil in the Drainage Ditch upstream
48 from El Rio Well No. 8. It was suspected that the oil had
49 entered the Drainage Ditch from a separate source originating
50 from the refinery and/or tank farm facilities.

1 5.14 CDFG directed Respondent to undertake immediate response
2 measures at El Rio Well No. 8 which included the placement of
3 booms and weirs on the Drainage Ditch to contain the oil on its
4 surface; the removal of contaminated main tile drain pipe in the
5 area of El Rio Well No. 8 and surrounding soils; and the
6 installation of monitoring and extraction wells in the immediate
7 vicinity of the El Rio Well No. 8 flow line discharge. In
8 addition, Respondent installed an oil/water separator in-line
9 with the main tile drain pipe near El Rio Well No. 8.

10
11 5.15 On August 11, 1993, EPA, at the request of CDFG, conducted
12 a field investigation to assess the continuing oil discharges
13 into the Drainage Ditch. The investigation revealed an oily
14 sheen on the Drainage Ditch upstream of the boom and weir
15 placements. Heavier sheen on the Drainage Ditch was observed
16 under the East Fifth Street culvert. In addition, EPA inspected
17 the three oil/water separators located near the main tile drain
18 pipe outfalls along the east drainage ditch. These oil/water
19 separators had been installed by Respondent over the past six
20 years. There are currently five oil/water separators in-line
21 with main tile drain pipes. EPA observed free floating product
22 in the oil/water separators. The greatest concentration of oil
23 was detected in the oil/water separator located on an adjacent
24 property east of the facility, owned and/or operated by William
25 E. Lenox, near the southeast corner of the Tank Farm located on
26 the north side of East Fifth Street.

27
28 5.16 On August 12, 1993, Dan Shane, EPA On-Scene Coordinator
29 ("OSC"), issued Chase and the Oxnard Refinery, on behalf of
30 Respondent, a Notice of Federal Interest ("NFI") under OPA
31 authority. The OSC directed Chase and the Oxnard Refinery to
32 perform interim removal actions to contain and remove the oil on
33 the northern end of the Drainage Ditch. In addition, Chase and
34 the Oxnard Refinery were directed to submit to EPA its Spill
35 Prevention Control and Countermeasure ("SPCC") Plan, operating
36 permits and several environmental assessment reports prepared by
37 private consultants, and to prepare and submit a surface water
38 sampling plan and written weekly reports. Respondent responded
39 to the NFI by providing the OSC with the requested documents.
40 Additionally, Respondent performed removal activity that included
41 the installation of two siphon weirs, boom placements, and
42 regular inspections and maintenance of the Drainage Ditch,
43 oil/water separators, booms and weirs.

44
45 5.17 On November 29, 1993, the OSC directed Respondent to submit
46 a work plan for emergency measures to be implemented by
47 Respondent. The work plan submitted by Respondent on December 6,
48 1993 included five main tasks aimed at collecting and containing
49 oil discharges into the Drainage Ditch: 1) Slip-lining of the
50 tile drain system (North to South tile line and West to East tile

1 line) beneath the Tank Farm; 2) Installation of an oil/water
2 separator at the northern end of the Drainage Ditch where a main
3 tile drain pipe runs under East Fifth Street and discharges
4 directly into the Drainage Ditch; 3) Reconstruction of the
5 existing siphon weir in the Drainage Ditch southeast of the
6 refinery and construction of a second weir boom twenty to thirty
7 feet upstream; 4) Installation of anti-siphon devices on the
8 three existing oil/water separators located on the east drainage
9 ditch; and 5) System monitoring by visual inspections and water
10 sampling. Respondent completed the work contained in the work
11 plan in January 1994 and is currently continuing to monitor the
12 Drainage Ditch. The OSC has not yet assessed the adequacy of
13 Respondent's monitoring system.

14 Threats to Public Health or Welfare

15
16
17 5.18 Petroleum hydrocarbons associated with Respondent's crude
18 oil production and processing are discharging into the Drainage
19 Ditch as described in paragraphs 5.13 through 5.15. The identity
20 of the sources are unknown, although possible pathways are
21 described in paragraph 5.19. As stated in paragraph 5.12, the
22 Drainage Ditch ultimately discharges into the Mugu Lagoon which
23 is approximately six miles downstream. It is unknown whether any
24 oil discharge associated with the Facility has reached the Mugu
25 Lagoon.

26
27 5.19 Petroleum hydrocarbons may be migrating through the
28 subsurface soils, groundwater, and/or lateral and main tile drain
29 pipe system into the Drainage Ditch. The oil found in the
30 groundwater has been identified in the following phases: phase-
31 separated hydrocarbons ("PSH" or "free product") and dissolved-
32 phase hydrocarbon ("DPH"). The oil found in the effected soil
33 and sediments has been identified as adsorbed-phase hydrocarbons
34 ("ADH"). Although vapor-phase hydrocarbons ("VPH") have not yet
35 been surveyed in the groundwater and soil, it is possible that
36 they will also be identified. The oil found in the Drainage
37 Ditch has been identified as PSH. Although DPH, ADH, and VPH
38 have not yet been surveyed in the Drainage Ditch, it is also
39 possible that they will be identified.

40
41 5.20 If proper removal measures are not implemented, petroleum
42 hydrocarbons will continue to migrate and discharge into the
43 Drainage Ditch. Discharges may be greater after heavy rainfall.
44 Petroleum in the Drainage Ditch may then flow into the Mugu
45 Lagoon. Additionally, because VPH has the potential to migrate
46 through subsurface natural and man-made routes to oil/water
47 separators, and manholes associated with the tile drainage
48 system, a build-up of petroleum vapors in these structures may
49 pose a threat of fire and explosion.
50

1 5.21 Crude oil and its constituents, which may include
2 polynuclear aromatic hydrocarbons ("PAH") and benzene, toluene,
3 ethylbenzene, and/or xylene ("BTEX") may pose a threat to public
4 health or welfare. At certain concentrations BTEX and some PAH
5 compounds have been linked to adverse developmental effects in
6 laboratory animals. Inhalation exposure to benzene at certain
7 concentrations has been associated with impaired reproduction in
8 women. Skin contact with benzene and ethylbenzene at certain
9 concentrations causes dermatitis. Inhalation of high
10 concentrations of benzene, xylene, and toluene in air causes
11 central nervous system depression. Benzene is a known human
12 carcinogen. The PAH components of petroleum at certain
13 concentrations are associated with a variety of toxic effects,
14 including dermatitis; certain PAHs are probable human
15 carcinogens. It is unknown at this time whether crude oil at the
16 Facility contains such PAHs.

17
18 5.22 At the request of EPA, Craig Faanes, Acting Field
19 Supervisor of the United States Department of Interior, Fish and
20 Wildlife Service, Ecological Services, Ventura Field Office, has
21 submitted the following information (paragraphs 5.23-5.24):
22 Contamination of the drainage canal and the lagoon could
23 constitute significant habitat degradation and impact aquatic and
24 avian resources. Mugu Lagoon is one of a few large coastal
25 wetlands remaining in southern and central California. Because
26 of its wetland value, Mugu Lagoon and surrounding areas are
27 invaluable to sensitive species.

28
29 5.23 Mugu Lagoon is used by over 350 species of birds protected
30 by the Migratory Bird Treaty of 1918. In addition to the vast
31 avian resources, eight endangered or threatened species occur at
32 or use Mugu Lagoon, including the Peregrine Falcon (*Falco*
33 *peregrinus*); California brown pelican (*Pelecanus occidentalis*
34 *californicus*); Light-footed clapper rail (*Rallus longirostris*
35 *levipes*); Western snowy plover (*Charadrius alexandrinus nivosus*);
36 California least tern (*Sterna antillarum browni*); Least Bell's
37 vireo (*Vireo bellii pusillus*); Tidewater goby (*Eucyclogobius*
38 *newberryi* - proposed); and Salt marsh bird's-beak (*Cordylanthus*
39 *maritimus* spp *maritimus*). In addition, several candidate 2
40 species use or occur at the lagoon including the Belding's
41 savannah sparrow (*Passerculus sandwichensis beldingi*); western
42 pond turtle (*Clemmys marmorata*); Mimic tyronia, a California
43 brackish water snail (*Tyronia imitator*); Globose dune beetle
44 (*Coelus globosus*); and the Tiger beetle (*Cicindela hirticollis*
45 *gravida*). Candidate 2 species are taxa which existing
46 information indicates may warrant listing, but for which
47 substantial biological information to support a proposed rule is
48 lacking.
49

1 5.24 Injury to wildlife could occur either directly or through
2 contamination of prey resources. For instance, the tidewater
3 goby and the western pond turtle are immersed in affected waters.
4 The light-footed clapper rail would experience some bodily
5 contact and, perhaps more importantly, ingestion of contaminated
6 prey items (aquatic invertebrates) while using affected waters as
7 primary foraging areas. According to the Service's Mitigation
8 Policy, Mugu Lagoon qualifies as a Category 1 Resource, a unique
9 and irreplaceable habitat.

10
11 **VI. CONCLUSIONS OF LAW AND DETERMINATIONS**
12

13 6.1 The Facility is an "onshore facility" as defined by Section
14 311(a)(10) of the CWA, 33 U.S.C. § 1321(a)(10) and Section
15 1001(24) of the OPA, 33 U.S.C. § 2701(24).
16

17 6.2 Respondent is a "person" as defined by Section 1001(26) of
18 the OPA, 33 U.S.C. § 2701(26).
19

20 6.3 Respondent is the "owner and/or operator" of onshore
21 facilities as defined by Section 311(a)(6) of the CWA, 33 U.S.C.
22 § 1321(a)(6) and Section 1001(26) of the OPA, 33 U.S.C. §
23 2701(26).
24

25 6.4 As the owner or operator of the onshore facilities,
26 Respondent is a "responsible party" as defined by Section
27 1001(32)(b) of the OPA, 33 U.S.C. § 2701(32).
28

29 6.5 There have been and continue to be actual and threats of
30 "discharges" as defined in Section 311(a)(2) of the CWA, 33
31 U.S.C. (a)(2) and Section 1001(7) of the OPA, 33 U.S.C. § 2701(7)
32 of "oil" from the facilities into navigable waters and their
33 adjoining shorelines.
34

35 6.6 Diluents are used in the process of crude oil production.
36 Diluents and diluted crude oil are "oils" within the meaning of
37 Section 311(a)(1) of CWA, 33 U.S.C. § 1321(a)(1) and Section
38 1001(23) of the OPA, 33 U.S.C. § 2701(23).

1 6.7 The Drainage Ditch, and the Mugu Lagoon into which the
2 Drainage Ditch flows, are "navigable waters" of the United States
3 as defined in Section 502(7) of the CWA, 33 U.S.C. § 1362(7) and
4 Section 1001(21) of the OPA, 33 U.S.C. § 2701(21).
5

6 6.8 The Mugu Lagoon is a "natural resource" within the meaning
7 of Section 1001(20) of the OPA, 33 U.S.C. § 2701(20) and the
8 National Oil and Hazardous Substances Pollution Contingency Plan
9 ("NCP"), 40 C.F.R. § 300.5.
10

11 6.9 The actual or threatened discharge of oil from the onshore
12 facility may present an imminent and substantial threat to the
13 public health or welfare within the meaning of Section 311(c) and
14 (e) of the CWA, 33 U.S.C. § 1321(c) and (e).
15

16 6.10 A "removal" as defined in Section 311(a)(8) of the CWA, 33
17 U.S.C. § 1321(a)(8); Section 1001(30) of the OPA, 33 U.S.C. §
18 2701(30), and the NCP, 40 C.F.R. Section 300.5, will minimize,
19 mitigate, and prevent threats to the public health or welfare
20 caused by the discharges and substantial threat of discharges of
21 oil from the onshore facilities.
22

23 VII. ORDER

24

25 7.1 Based on the foregoing findings of fact and conclusions of
26 law, it is hereby ordered and agreed upon that Respondent
27 perform removal actions as described in this Order, and comply
28 with all of the provisions of this Order, including, but not
29 limited to the Removal Action Scope of Work included in Section
30 VIII of this Order and attached as Attachment A, all documents
31 incorporated by reference into this Order, and all schedules and
32 deadlines included in this Order, attached to this Order, or
33 incorporated by reference into this Order.
34

35 VIII. SCOPE OF WORK TO BE PERFORMED

36

37 8.1 Respondent shall, at a minimum, perform the following
38 response activities (see also Attachment A, Summary of Work to be
39 Performed):
40

41 a. Respondent shall perform the work required by this Order or
42 retain contractor(s) to implement such work. All work performed
43 pursuant to this Order shall be under the direction and
44 supervision of qualified personnel. Respondent shall notify EPA
45 of Respondent's qualifications or the name and qualifications of
46 such contractor(s), within seven (7) calendar days of the
47 effective date of this Order. Respondent shall also notify EPA
48 of the name and qualifications of any additional contractors or
49 subcontractors retained to perform work under this Order at least
50 fourteen (14) calendar days prior to commencement of such work.

1 EPA retains the right to disapprove of any or all of the
2 personnel selected by Respondent pursuant hereto. If EPA
3 disapproves of any selected personnel, Respondent shall retain a
4 different contractor, and notify EPA of the same in writing,
5 within five (5) business days following EPA's disapproval. If
6 EPA disapproves a second time, EPA reserves the right to perform
7 any or all of the work required by this Order and to seek
8 reimbursement of its costs from Respondent pursuant to applicable
9 statutory authorities.

10
11 **b. Removal Action Implementation**

12
13 **i. Commencing immediately upon the effective date of this**
14 **Order, Respondent shall conduct initial removal activities to:**

15
16 **1) Develop and implement a Health and Safety Plan as**
17 **described in 8.1.c.**

18
19 **2) Control the discharge of oil from the main tile drain**
20 **pipes and oil/water separators, preventing further discharge into**
21 **the Drainage Ditch.**

22
23 **3) Contain the migration of oil from the Drainage Ditch,**
24 **preventing discharge into the Mugu Lagoon.**

25
26 **4) Collect and recover oil from drain pipes and the**
27 **Drainage Ditch.**

28
29 **5) Dispose of oil and all contaminated material in**
30 **accordance with all applicable laws, regulations, and**
31 **requirements.**

32
33 **6) Monitor the control and containment systems to ensure**
34 **the effectiveness of these systems.**

35
36 **7) Provide EPA, TAT, CDEG, and Regional Water Quality**
37 **Control Board ("RWQCB") with written weekly summary reports.**
38 **These reports should contain a summary of the previous week's**
39 **activities and planned upcoming events.**

40
41 **ii. Within twenty-one (21) calendar days after the**
42 **effective date of this Order, Respondent shall submit to EPA for**
43 **approval a Removal Action Work Plan ("Work Plan") and schedule**
44 **for implementation of the activities to be conducted to complete**
45 **the requirements of this Order. The Work Plan shall be reviewed**
46 **by EPA and may be approved, disapproved, or modified. Respondent**
47 **shall implement the Work Plan as approved by EPA. Once approved,**
48 **the Work Plan shall be deemed to be incorporated into and made a**
49 **fully enforceable part of this order.**
50

1 iii. Within five (5) calendar days after EPA approves the
2 Work Plan, Respondent shall implement the Work Plan. Failure of
3 Respondent to properly implement all aspects of the Work Plan
4 shall be deemed to be a violation of the terms of this Order.
5 The Work Plan shall require Respondent to perform, and complete
6 within ninety (90) calendar days after approval, at a minimum,
7 the following removal activities:
8

9 1) Identify and secure sources of oil discharges.

10
11 2) Evaluate and document performance of control and
12 containment systems. Such evaluation shall include:
13

14 A. Sampling of the influent and effluent of the
15 oil/water separators to evaluate the effectiveness of controlling
16 oil discharge.
17

18 B. Sampling of the surface waters of the Drainage
19 Ditch upstream and downstream of the siphon dam to evaluate the
20 effectiveness of containing oil and preventing the migration of
21 oil.
22

23 3) Remove any oil that accumulates in drain pipes, oil/water
24 separators, and Drainage Ditch.
25

26 4) Dispose of oil and all contaminated materials in the
27 Drainage Ditch in accordance with all applicable laws,
28 regulations, and requirements.
29

30 iv. Respondents shall notify the OSC not less than three
31 (3) business days prior to the implementation of any removal
32 activities.
33

34 c. Health and Safety Plan
35

36 i. The Work Plan shall include a plan that ensures the
37 protection of the public health and safety during performance
38 under this Order. This plan shall comply with, among other
39 things, applicable Occupational Safety and Health Administration
40 ("OSHA") regulations found at 29 C.F.R. Part 1910. In addition,
41 the plan shall address, if appropriate, contingency planning.
42 Respondents shall implement the plan, and may incorporate any
43 comments made by EPA, during the pendency of the removal action.
44

45 d. Quality Assurance and Sampling
46

47 i. The Work Plan shall include a Quality Assurance
48 Sampling Plan ("QASP") that is consistent with the Work Plan, the
49 NCP and any other EPA applicable guidance. All sampling and
50 analysis performed pursuant to this Order shall be conducted in

1 accordance with the EPA-approved QASP. Respondent shall ensure
2 that the laboratory used to perform analyses participates in a
3 quality assurance/quality control("QA/QC") program that complies
4 with all appropriate EPA guidance, including but not limited to:
5 "Quality Assurance/Quality Control Guidance for Removal
6 Activities; Sampling QA/QC Plan and Data Validation Procedures,"
7 OSWER Directive Number 9360.4-01; "Environmental Response Team
8 Standard Operating Procedures," OSWER Directive Numbers 9360.4-02
9 through 9360.4-08, and any revisions thereto. Respondents shall
10 provide to EPA the QA/QC procedures followed by all sampling
11 teams and laboratories performing data collection and/or
12 analysis.

13
14 ii. Respondent shall notify EPA not less than three (3)
15 business days in advance of any sample collection activity. In
16 addition, EPA shall have the right to take any additional samples
17 that it deems necessary.

18
19 8.2 On or before the effective date of this Order, Respondent
20 shall designate a Project Coordinator. To the maximum extent
21 possible, the Project Coordinator shall be present or readily
22 available during the removal activities. EPA has designated Dan
23 Shane, as its On-Scene Coordinator. The On-Scene Coordinator and
24 the Project Coordinator shall be responsible for overseeing the
25 implementation of this Order. To the maximum extent possible,
26 communication between Respondent and EPA, and all documents,
27 reports and approvals, along with all other correspondence
28 concerning the activities relevant to this Order, shall be
29 directed through the On-Scene Coordinator and the Project
30 Coordinator.

31
32 8.3 EPA and Respondent shall each have the right to change their
33 respective designated On-Scene Coordinator or Project
34 Coordinator. EPA or Respondent shall notify the other within 24
35 hours before such a change. Notification may be verbal provided
36 that such notice be confirmed in writing within two (2) business
37 days.

38
39 8.4 EPA's On-Scene Coordinator shall have the authority vested
40 in an On-Scene Coordinator by the NCP, 40 CFR Part 300, as
41 amended, and the authority to halt, conduct, or direct any work
42 required by this Order, or to direct any additional removal
43 action pursuant to Section IX.

44
45 8.5 Requests for extensions to the above time frames may be
46 verbal provided that such request is confirmed in writing within
47 two (2) business days. No extension shall be granted unless
48 approved by EPA in writing. EPA shall either approve or
49 disapprove of the request for extension in writing within five
50 (5) business days of receipt of any verbal or written request.

1 8.6 All instructions by EPA's On-Scene Coordinator or EPA's
2 designated alternate shall be binding upon Respondent as long as
3 those instructions are not inconsistent with the NCP. Any such
4 verbal instructions by EPA will be documented in writing if
5 requested by Respondent.

6
7 **IX. ADDITIONAL REMOVAL ACTION**
8

9 9.1 EPA may determine that in addition to the work identified in
10 this Order and attachments hereto, additional removal activities
11 may be necessary to protect public health or welfare. If EPA
12 determines that such additional removal activities are necessary,
13 Respondent shall submit a work plan for additional removal
14 activities.

15
16 9.2 Not later than thirty (30) calendar days after receiving
17 EPA's written notice that additional removal activities are
18 required pursuant to this Section, Respondent shall submit a work
19 plan for the removal activities to EPA for review and approval.
20 Upon approval by EPA, the work plan shall be incorporated into
21 this Order as a requirement of this Order and shall be an
22 enforceable part of this Order. Upon approval of the work plan
23 by EPA, Respondent shall implement the work plan within five (5)
24 calendar days.

25
26 **X. PUBLIC NOTICE AND PUBLIC PARTICIPATION**
27

28 10.1 In accordance with the requirements of the National Oil and
29 Hazardous Substances Contingency Plan, 40 C.F.R. Part 300
30 ("NCP"), EPA intends to publish a notice of availability and
31 description of the removal actions required by this Order. EPA
32 reserves the right to direct Respondent to cease work or modify
33 the removal action based upon comments received from the public.

34
35 **XI. REPORTING**
36

37 11.1 Within thirty (30) calendar days of completion of the
38 activities outlined in the Work Plan, Respondent shall submit a
39 report describing the implementation of the Work Plan. The
40 report shall, at a minimum, describe, reduce, and display data,
41 including tables and maps, to document the work performed by
42 Respondent. The report shall include a detailed description of
43 the source control and repair activities, diagrams/maps of the
44 hydrocarbon recovery system, results of all sampling and
45 analysis, all waste handling techniques (including documentation
46 of the final disposition of all generated wastes), and a summary
47 of any variances from the Work Plan. The report shall document
48 Respondent's progress toward and completion of each of the
49 removal action objectives identified in Section VIII of this
50 Order and all work approved by EPA in the Work Plan.

1
2
3 **XII. MONITORING AND QUALITY ASSURANCE**

4 12.1 All sampling and analyses performed pursuant to this Order
5 shall conform to EPA direction, approval, and guidance regarding
6 sampling, quality assurance/quality control ("QA/QC"), data
7 validation, and chain of custody procedures. Respondent shall
8 ensure that any laboratory used to perform any sampling and
9 analyses participate in a QA/QC program that complies with the
10 following EPA guidance: "Quality Assurance/Quality Control
11 Guidance for Removal Activities: Sampling QA/QC Plan and Data
12 Validation Procedures," OSWER Directive Number 9360.4-01; and
13 "Environmental Response Team Standard Operating Procedures,"
14 OSWER Directive Numbers 9360.402 through 9360.4-08.

15 12.2 Respondent shall notify EPA, in writing, as to each
16 laboratory to be used to analyze samples under this Order prior
17 to sample collection. Each laboratory analyzing samples pursuant
18 to this Order shall provide, at EPA's request, a copy of the
19 quality assurance/quality control procedures which were or are to
20 be followed in sample handling, sample analysis and data
21 reporting. Upon request by EPA, Respondent shall have such a
22 laboratory analyze samples submitted by EPA for quality assurance
23 monitoring.

24
25 12.3 Laboratory deliverables for all analytical work performed
26 pursuant to this Order, shall be preserved in accordance with
27 Section XIX (Record Preservation) and shall be submitted to EPA
28 upon request. Any deviations from the procedures and methods set
29 forth in these documents must be approved in writing by EPA prior
30 to use.

31
32 12.4 Respondent shall use its best efforts to provide EPA
33 representatives access, for auditing purposes, to all
34 laboratories and personnel utilized by Respondent for sample
35 collection and analysis and other field work.

36
37 **XIII. EPA REVIEW OF SUBMISSIONS**

38
39 13.1 After review of any deliverable, plan, report, or other
40 item which is required to be submitted for review and approval
41 pursuant to this Order, EPA may: (1) approve all or part of a
42 submission; (2) approve all or part of a submission with
43 modifications; (3) disapprove the submission and direct
44 Respondent to re-submit the document after incorporating EPA's
45 comments; or (4) disapprove the submission and assume
46 responsibility for performing all or part of the removal action
47 at the cost of Respondent.

48
49 13.2 In the event of approval or approval with modifications by
50 EPA, Respondent shall proceed to take any action required by the
51 plan, report, or other item, as approved or modified by EPA.
52

1 13.3 Upon receipt of a notice of disapproval with direction for
2 re-submission Respondent shall correct the deficiencies and
3 resubmit the deliverable, plan, report, or other item in
4 accordance with EPA's comments within fourteen (14) calendar days
5 or such longer time as specified by EPA in its notice.
6 Notwithstanding any notice of disapproval, Respondent shall
7 proceed, at the direction of EPA, to take all actions required by
8 all approved parts of any submission.

9
10 13.4 If any submission is not approved by EPA and Respondent
11 does not resubmit the deliverable as provided in 13.1(3),
12 Respondent shall be deemed to be in violation of this Order.

13 14 XIV. ENDANGERMENT AND EMERGENCY RESPONSE

15
16 14.1 In the event that any action performed by Respondent
17 pursuant to this Order causes an actual discharge or substantial
18 threat of a discharge of oil or a release of a hazardous
19 substance, or presents an immediate threat to public health,
20 welfare or the environment, Respondent shall immediately take all
21 appropriate action to prevent, abate, or minimize the threat or
22 actual discharge or release, and shall immediately telephone the
23 National Response Center (NRC) at (800) 424-8802, followed by
24 written notification to the EPA within twenty-four (24) hours of
25 the verbal notification. Respondent shall take such action in
26 consultation with EPA and in accordance with all applicable
27 provisions of this Order, including, but not limited to, the
28 Health and Safety Plan and the Spill Prevention Control and
29 Countermeasure (SPCC) Plan. In the event that Respondent fails
30 to take appropriate response action as required by this Order,
31 and EPA takes that action instead, EPA reserves the right to
32 bring an action against Respondents under the OPA, CWA, CERCLA,
33 or RCRA. This requirement is in addition to the requirements set
34 forth in the Emergency Planning and Community Right-to-Know Act,
35 42 U.S.C. §§ 11001-11050.

36
37 14.2 Nothing in the preceding paragraph shall be deemed to limit
38 any authority of the United States to take, direct, or order all
39 appropriate action to protect human health and the environment or
40 to prevent, abate, or minimize an actual or threatened discharge
41 of oil or hazardous substances at or from the Facility.

42 43 XV. CONFIDENTIAL BUSINESS INFORMATION

44
45 15.1 Respondent may assert a business confidentiality claim
46 covering all or part of the information submitted pursuant to
47 this Order. The information covered by such a claim will be
48 disclosed by EPA only to the extent and by the procedures
49 specified in 40 C.F.R. Part 2, Subpart B. Such a claim may be
50 made by placing on or attaching to the information, at the time
51 it is submitted to EPA, a cover sheet, stamped or typed legend or
52 other suitable form of notice employing language such as "trade

secret," "proprietary," or "company confidential." Allegedly confidential portions of otherwise non-confidential documents should be clearly identified and may be submitted separately to facilitate identification and handling by EPA. If confidential treatment is sought until a certain date or occurrence of a certain event, the notice should so state. If no confidentiality claim accompanies the information when it is received by EPA, it may be made available to the public without further notice to Respondent. As provided in Sections 311(m) and 308(a) of the CWA, monitoring data or analysis of monitoring data pertaining to disposal activities, hydrogeologic or geologic data, and groundwater monitoring data shall not be entitled to confidential treatment.

XVI. NOTIFICATION

16.1 All verbal notices and written documents, including, but not limited to, written notices, reports, plans, and schedules, requested or required to be submitted to EPA by Respondent or its agents pursuant to this Order shall be directed to:

Dan Shane, On-Scene Coordinator
U.S. Environmental Protection Agency
75 Hawthorne Street, H-8-3
San Francisco, CA 94105
(415) 744-2286

XVII. ACCESS TO PROPERTY AND INFORMATION

17.1 Respondent shall provide access to the Facility as necessary to implement this Order, and shall provide access to all records and documentation related to the conditions at the Facility and the actions conducted pursuant to this Order. Such access shall be provided to EPA employees, contractors, agents, consultants, designees, representatives, and the State of California representatives. These individuals shall be permitted to move freely in order to conduct actions which EPA determines to be necessary.

17.2 Where action under this Order is to be performed in areas owned by or in the possession of someone other than Respondent, Respondent shall use best efforts to obtain all necessary access agreements within thirty (30) calendar days after the effective date of this Order, or as otherwise specified in writing by the On-Scene Coordinator. Best efforts shall include agreement to reasonable conditions on access imposed by a property owner and/or the payment of reasonable fees. In the event that a property owner refuses to provide such access, Respondent shall immediately notify EPA in writing of all efforts to obtain access. EPA may assist Respondent in gaining access using such means as EPA deems appropriate. Respondent shall reimburse the United States for all costs incurred in obtaining access that are

1 not inconsistent with the National Contingency Plan.
2

3 **XVIII. DISPUTE RESOLUTION**
4

5 18.1 Except as provided elsewhere in this Order, if Respondent
6 objects to any EPA notification of deficiency, disapproval, or
7 other EPA action taken pursuant to this Order, including billings
8 for oversight costs, Respondent shall notify EPA in writing of
9 any objection within three (3) business days of receipt of such
10 notification of action.
11

12 18.2 EPA and Respondent shall have fifteen (15) business days
13 from the date of receipt by EPA of the notification of objection
14 to reach agreement on such objection. If agreement cannot be
15 reached within this period, EPA will provide a written statement
16 of its decision to Respondent. Respondent's obligations under
17 this Order shall not be tolled by submission of any objection for
18 dispute resolution under this Section.
19

20 18.3 In order to prevail in any dispute regarding oversight
21 costs, Respondent must demonstrate that EPA costs have been
22 calculated incorrectly or have been incurred in a manner
23 inconsistent with the NCP.
24

25 18.4 Following resolution of the dispute as provided by this
26 Section, Respondent shall perform the removal activities,
27 including the payment of disputed costs, that was the subject of
28 the dispute in accordance with the agreement reached or EPA's
29 decision.
30

31 18.5 Nothing in this Order shall create any right of judicial
32 review of any action or decision by EPA taken or made pursuant to
33 this Order.
34

35 **XIX. RECORD PRESERVATION**
36

37 19.1 Respondent shall, without regard to any document retention
38 policy to the contrary, preserve during the pendency of this
39 Order and for a minimum of five (5) years after its termination,
40 all records and documents in its possession, custody or control
41 which relate in any way to oil generated, stored, treated or
42 disposed of; the release or discharge, or threatened release or
43 discharge, of oil; or work performed pursuant to this Order.
44 After such five (5) year period has lapsed, Respondent shall
45 notify EPA at least ninety (90) calendar days prior to the
46 destruction of any such document. Respondent shall, as directed
47 by EPA, either provide to EPA the documents or copies of such
48 documents or retain them for an additional time period specified
49 by EPA.
50

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XX. OTHER CLAIMS

20.1 Nothing in this Order shall constitute or be construed as a release from any claim, cause of action or demand at law or in equity against any person for any liability arising out of, or relating in any way to the subject matter of this Order.

XXI. OTHER APPLICABLE LAWS

21.1 All actions required pursuant to this Order shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations.

XXII. DELAY IN PERFORMANCE AND FORCE MAJEURE

22.1 Respondent agrees to perform all requirements under this Order within the time limits established under this Order, unless the performance is delayed by force majeure. For purposes of this Order, a force majeure is defined as any event arising from causes beyond the control of Respondent or of any entity controlled by Respondent, included but not limited to their contractors and subcontractors, that delays or prevents performance of any obligation under this Order despite Respondent's best efforts to fulfill the obligation. Force majeure does not include financial inability to complete the work or increased cost of performance.

22.2 Respondent shall notify EPA of any delay or anticipated delay in performing any requirement of this Order. Such notification shall be made by telephone to the EPA representative designated in Section XVII of this Order within forty-eight (48) hours after Respondent first knew or should have known that a delay might occur. Within five (5) business days after notifying EPA by telephone, Respondent shall provide written notification fully describing the nature of the delay, any justification for delay, the measures planned and taken to minimize the delay, and a schedule for implementing the measures to mitigate the effect of the delay. Failure to comply with this notice provision shall waive any claim of force majeure by Respondent.

22.3 If EPA determines a delay in performance of a requirement under this Order is or was attributable to a force majeure, the time period for performance of that requirement shall be suspended until the force majeure is no longer in effect, as determined by EPA. Such an extension shall not alter Respondent's obligation to perform or complete other tasks required by the Order which are not directly affected by the force majeure.

1 **XXIII. STIPULATED PENALTIES**

2
3 23.1 Unless there has been a written modification by EPA of a
4 compliance date, a written modification by EPA of an approved
5 workplan condition or a force majeure as defined in Section XXII,
6 if Respondent fails to comply with any term or condition set
7 forth in this Order in the time specified, Respondent shall pay
8 stipulated penalties upon written demand by EPA in the amount of
9 five hundred dollars (\$500.00) per day for the first seven (7)
10 calendar days, two thousand dollars (\$2000.00) per calendar day
11 thereafter.

12
13 23.2 Penalties shall begin to accrue on the day after the
14 performance is due and shall continue to accrue through the day
15 of correction of the violation. Nothing herein shall prevent the
16 simultaneous accrual of separate stipulated penalties for
17 separate violations of this Order.

18
19 23.3 Payment of any stipulated penalty shall be made by
20 cashier's or certified check within thirty (30) calendar days of
21 receipt of demand and should be sent to the address listed in
22 Section XXV. Interest at the rate of the current annualized
23 treasury bill rate shall begin to accrue on the unpaid balance on
24 the thirty-first (31) calendar day after Respondent's receipt of
25 demand in accordance with 4 CFR § 102.13. A copy of the check(s)
26 and any accompanying transmittal letter(s) shall also be sent to
27 Steven Calanog, OPA Enforcement (Mail Code H-8-4), U.S.
28 Environmental Protection Agency, 75 Hawthorne Street, San
29 Francisco, California, 94105.

30
31 23.4 Neither the accrual of nor demand for stipulated penalties
32 set forth in this section shall preclude the United States from
33 pursuing other penalties or sanctions or remedies available for
34 failure to comply with the requirements of this Order.

35
36 **XXIV. LIABILITY OF THE UNITED STATES GOVERNMENT;**
37 **INDEMNIFICATION**

38
39 24.1 The United States, by issuance of this Order, assumes no
40 liability for any injuries or damage to persons or property
41 resulting from acts or omissions by Respondent or its employees,
42 agents, representatives, successors, assigns, contractors, or
43 consultants in carrying out any action or activity pursuant to
44 this Order. Neither EPA nor the United States may be deemed to
45 be a party to any contract entered into by Respondent or its
46 employees, agents, successors, assigns, contractors, or
47 consultants in carrying out any action or activity pursuant to
48 this Order.

49
50 24.2 Respondent agrees to indemnify, save and hold harmless the
51 United States, its agencies, departments, agents, officers,
52 employees, and representatives from any and all causes of action

1 arising solely from or on account of acts or omissions of
2 Respondent or its contractors in carrying out any action related
3 to this Order. This indemnification shall not be construed in
4 any way as effecting or limiting the rights or obligations of
5 Respondent or the United States under their various contracts.
6 Respondent shall not be liable for indemnifying the United States
7 for any cause of action arising solely from or on account of acts
8 or omissions of the United States.
9

10 **XXV. REIMBURSEMENT OF OVERSIGHT AND MONITORING**
11 **REMOVAL COSTS**
12

13 25.1 Respondent shall reimburse the United States for all costs
14 not inconsistent with the NCP incurred by the United States in
15 overseeing and monitoring the implementation of the removal
16 activities required under this Order, including, but not limited
17 to: (1) the review or development of plans, reports, and other
18 items pursuant to this Order; (2) the oversight, monitoring, and
19 verification of work performed by Respondent pursuant to this
20 Order; (3) efforts to secure access to any property to which
21 access is required for the performance of the work pursuant to
22 this Order; and (4) review and compilation of cost documentation
23 to support oversight and monitoring cost demands. The National
24 Pollution Funds Center will send Respondent a demand for payment
25 of such costs which specifies the appropriate account(s) for
26 payment. Payment shall be made in the form of a certified check
27 and shall reference the Oxnard Refinery Site. Checks shall be
28 made payable to:
29

30 Oil Spill Liability Trust Fund
31 National Pollution Funds Center
32 United States Coast Guard
33 Ballston Common Office Building, Suite 1000
34 4200 Wilson Blvd.
35 Arlington, VA 22203
36 Attn: Director (cm)
37
38

39 25.2 Payment(s) shall be made within sixty (60) calendar days of
40 Respondent's receipt of demand for payment. A copy of the
41 check(s) and any accompanying transmittal letter(s) shall be sent
42 to Steven Calanog, OPA Enforcement (Mail Code H-8-4), U.S.
43 Environmental Protection Agency, 75 Hawthorne Street, San
44 Francisco, California, 94105.
45

46 25.3 In the event that the payments required by this Order are
47 not paid within sixty (60) calendar days, Respondent shall pay
48 interest on the unpaid balance at the rate established by the
49 Department of the Treasury pursuant to 31 U.S.C. § 3717 and 4
50 C.F.R. § 102.13. Respondent shall further pay a six percent (6%)
51 per annum penalty charge, to be assessed if Respondent has not
52 paid in full within ninety (90) calendar days after the payment

1 is due. Payments made under this Paragraph shall be in addition
2 to such other remedies or sanctions as are available to the
3 United States by virtue of Respondent's failure to make timely
4 payments under this Order.

5
6 **XXVI. ENFORCEMENT AND RESERVATIONS**

7
8 26.1 The United States reserves all of its statutory and
9 regulatory powers, authorities, rights and remedies, both legal
10 and equitable, which may pertain to Respondent's failure to
11 comply with any of the requirements of this Order, including
12 without limitation the assessment of civil penalties under
13 Section 311(b)(7)(B) of the CWA, 33 U.S.C. § 1321(b)(7)(B). This
14 Order shall not be construed as a covenant not to sue, release,
15 waiver or limitation of any rights, remedies, powers or
16 authorities, civil or criminal, that the United States has under
17 any statutory, regulatory or common law authority of the United
18 States.

19
20 26.2 The United States reserves the right to bring an action
21 against Respondent pursuant to, among other authorities, Section
22 311 of the CWA, 33 U.S.C. § 1321 and Sections 1002 and 1015 of
23 the OPA, 33 U.S.C. § 2702 and 2715, for recovery of any removal
24 costs incurred by the United States related to this Order and not
25 reimbursed by Respondent, and for recovery of any costs incurred
26 by the Oil Spill Liability Trust Fund. This reservation shall
27 include the costs of oversight and monitoring, but shall not be
28 limited to past costs, direct costs, indirect costs, claims, as
29 well as accrued interest as provided in Section 311(f) of the
30 CWA, 33 U.S.C. 1321(f), and Section 1005 of the OPA, 33 U.S.C. §
31 2705.

32
33 26.2 The United States reserves the right to perform its own
34 studies, complete the removal action (or any portion of the
35 removal action), and seek reimbursement from Respondent for its
36 costs, or seek any other appropriate relief.

37
38 26.3 The United States reserves the right to take any additional
39 enforcement actions, including modification of this Order or
40 issuance of additional orders, and/or additional response actions
41 as EPA may deem necessary, or from requiring Respondent in the
42 future to perform additional activities pursuant to the Resource
43 Conservation and Recovery Act ("RCRA"), the Comprehensive
44 Environmental Response, Compensation, and Liability Act of 1980
45 ("CERCLA"), the CWA, the OPA or any other applicable law.
46 Respondent shall be liable under applicable law for the costs of
47 any such additional actions.

48
49 26.6 Nothing in this Order shall limit the authorities of the
50 On-Scene Coordinator as outlined in the NCP.
51
52

1 26.7 If a court issues an order that invalidates any provision
2 of this Order or finds that Respondent has sufficient cause not
3 to comply with one or more provisions of this Order, Respondent
4 shall remain bound to comply with all provisions of this Order
5 not invalidated by such court's order.
6

7 **XXVII. ADMINISTRATIVE RECORD**
8

9 27.1 Upon request by EPA, Respondent shall submit to EPA any and
10 all relevant documents related to the subject matter of this
11 Order in Respondent's possession, or in the possession of
12 Respondent's agents, for possible inclusion in the administrative
13 record file.
14

15 **XXVIII. EFFECTIVE DATE AND COMPUTATION OF TIME**
16

17 28.1 This Order shall become effective three (3) business days
18 following the date of signature by the Regional Administrator,
19 U.S. EPA Region IX. All times for performance of ordered
20 activities shall be calculated from this effective date.
21

22 **XXIX. TERMINATION**
23

24 29.1 Respondent's obligation to EPA under this Order shall
25 terminate and be deemed satisfied upon Respondent's receipt of
26 written notice from EPA that Respondent has satisfactorily
27 performed all the terms of this Order, including payment of all
28 costs and penalties, if any. Respondent shall notify EPA in
29 writing when all such actions are believed to be completed,
30 including submittal of the report referenced in Section XI of
31 this Order. Should EPA not agree that Respondent has
32 satisfactorily performed all the terms of this Order, EPA shall
33 identify in writing what actions are required to satisfy
34 completion.
35

36 This Order may be amended or modified only by written
37 agreement executed by both EPA and Respondent.
38

1
2 The undersigned representative of Respondent certifies that
3 he is fully authorized to enter into and execute this Order and
4 to legally bind Respondent to its terms and conditions.
5

6
7 It is hereby ordered and agreed.
8

9 For the United States Environmental Protection Agency:

10
11
12 BY: 

DATE: 3/17/94

13
14 Felicia Marcus
15 Regional Administrator
16 U.S. Environmental Protection Agency
17 Region IX
18
19

20 For the Respondent:

21
22
23 BY: 

DATE: 3/7/94

24
25 Morley Chase, President
26 Tenby Incorporated
27
28

Contacts

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On Scene Coordinator
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75 Hawthorne Street
San Francisco, CA 94105
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(415) 744-1916 FAX

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San Francisco, CA 94105
(415) 744-1346

Steve Calanog
Enforcement Case Officer
U.S. EPA, H-8-4
75 Hawthorne Street
San Francisco, CA 94105
(415) 744-2296
(415) 744-1916 FAX

Attachment A

SUMMARY OF WORK TO BE PERFORMED

<u># of days after effective date of the Order:</u>	<u>Activities to be completed:</u>
Immediately	Designate a Project Coordinator (see 8.2).
Immediately	Control the discharge of oil, prevent further discharge into Drainage Ditch, contain the migration of oil, prevent discharge into the Mugu Lagoon, collect and recover oil from drain pipes and Drainage Ditch, provide EPA with weekly summary reports, etc. (see 8.1(b)).
7 calendar days	Notify EPA of Respondent's qualifications or name and qualifications of any contractor retained to perform work under the Order (see 8.1(a)).
21 calendar days	Submit to EPA a Work Plan and schedule for the activities required to comply with the Order (see 8.1(b)(ii)). The Work Plan shall include a Health and Safety Plan and a QASP (see 8.1(c) & (d)). The Work Plan shall include a ninety (90) calendar day deadline for certain removal activities (see 8.1(b)(iii)).

<u># of days after approval of Work Plan:</u>	<u>Activities to be completed:</u>
5 calendar days	Implement the Work Plan (see 8.1(b)(iii)).
90 calendar days	Complete activities contained in the Work Plan (see 8.1(b)(iii)).

<u># of days prior to Work:</u>	<u>Activities to be completed:</u>
3 business days	Notify EPA of any sample collection activity (see 8.1(d)(ii)).
3 business days	Notify the OSC prior to implementation of any removal activity (see 8.1(b)(iv)).
14 calendar days	Notify EPA of any additional contractor or subcontractor who will perform Work outlined in the Order. Include such contractor's or subcontractor's qualifications (see 8.1(a)).

<u># of days after completion of the Work Plan:</u>	<u>Activities to be completed:</u>
30 calendar days	Submit a report describing the completion of the Work Plan (see 11.1).

REFERENCES

The following list, although not comprehensive, comprises many of the regulations and guidance documents that apply to this Removal Action:

The National Contingency Plan, 40 C.F.R. Part 300

"U.S. EPA Contract Laboratory Program Statement of Work for Inorganic Analysis, July 1985.

"Users Guide to the EPA Contract Laboratory Program", U.S. EPA, Sample Management Office, December 1988.

"Interim Guidance on Compliance with Applicable or Relevant and Appropriate Requirements", U.S. EPA, Office of Emergency and Remedial Response, July 9, 1987, OSWER Directive No. 9234.0-05.

OSHA Regulations in 29 C.F.R. § 1910.120.

DATE: 1/12/88

(CHECK ONE)

BUSINESS NAME: OXNARD REFINERY/CHASE PRODUCTION

EXCITITY NAME:

SITE DIAGRAM

FACILITY DIAGRAM

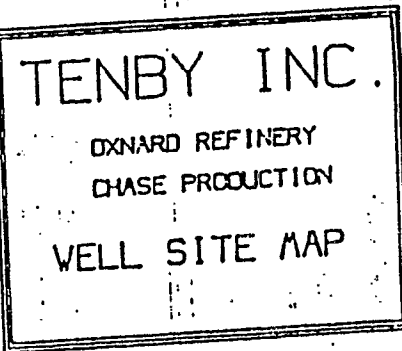
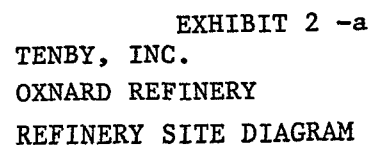


EXHIBIT 1

---Delineation of real
property owned and operated
by Tenby, Inc.

Ref.: Docket No. 94-02

THOMAS BROS. MAP PAGE 70 03



SITE/FACILITY DIAGRAM FORM 5

RTH H	SCALE: 1"=145'	BUSINESS NAME: OXNARD REFINERY	FLOOR: OF
	DATE: 1 18 1988	FACILITY NAME: 3500 TANK FARM	UNIT #: OF
(CHECK ONE) SITE DIAGRAM <input checked="" type="checkbox"/>		FACILITY DIAGRAM <input type="checkbox"/>	

SEE THOMAS BROS. MAP page 70 D3

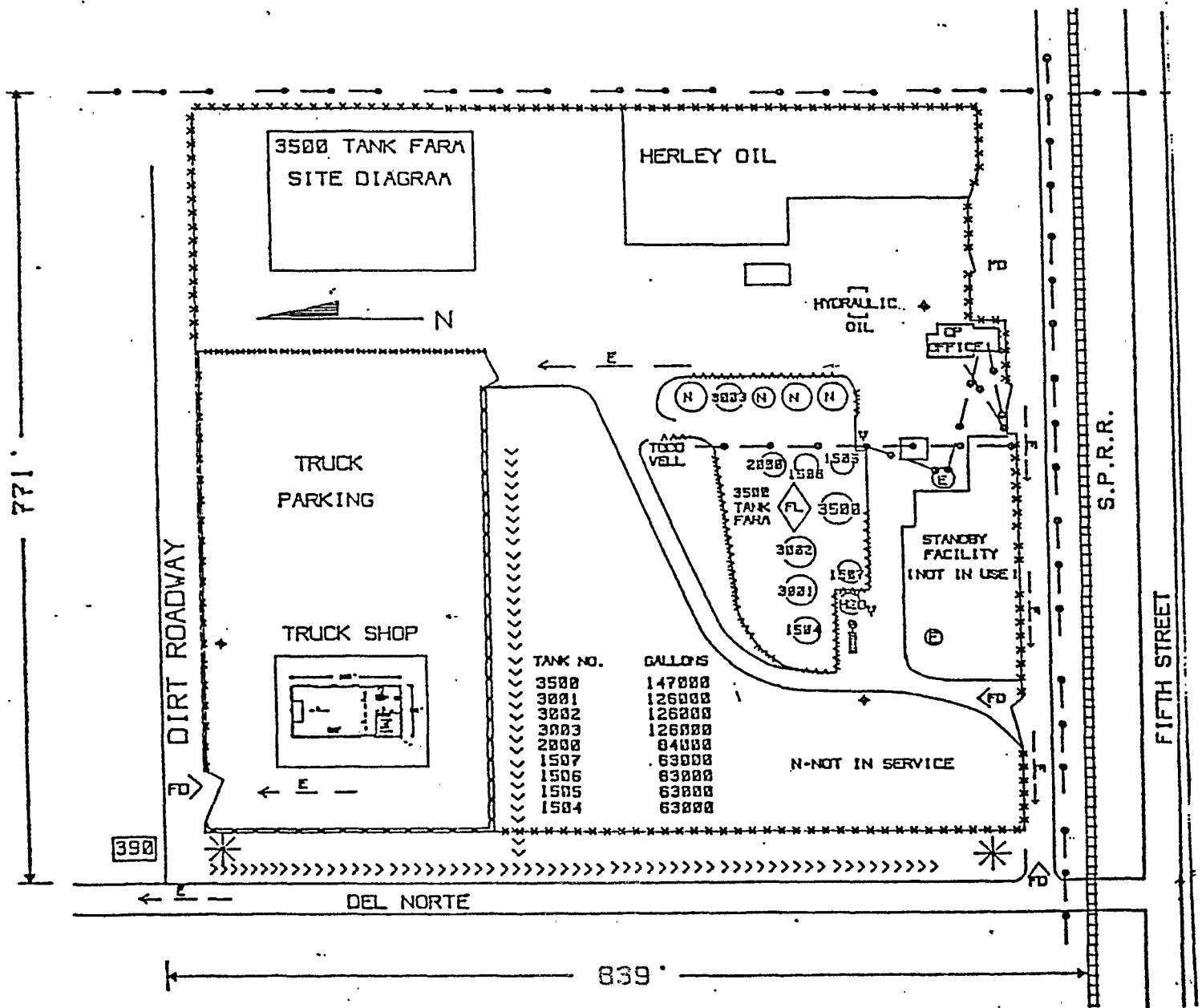


EXHIBIT 2 - b
TENBY, INC.
OXNARD REFINERY
3500 Tank Farm
SITE DIAGRAM

SITE/FACILITY DIAGRAM FORM 5

RTH 	SCALE: 1"=35'	BUSINESS NAME: OXNARD REFINERY/CHASE PRODUCTION	FLOOR: OF
	DATE: 1 / 11 / 88	FACILITY NAME: TEXCON TANKS	UNIT #: OF
(CHECK ONE)		SITE DIAGRAM <input type="checkbox"/>	FACILITY DIAGRAM <input checked="" type="checkbox"/>

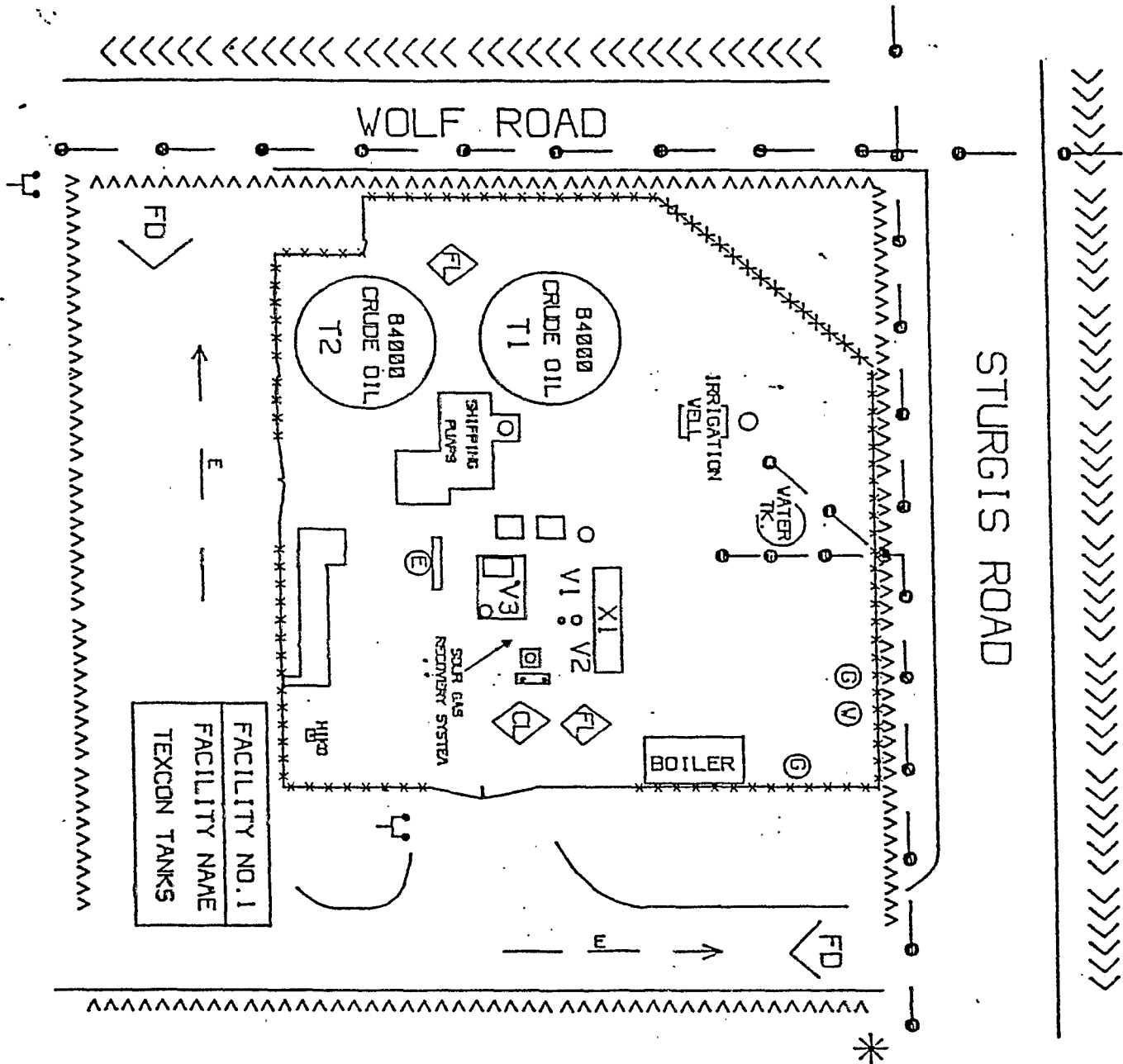


EXHIBIT 2 - c

TENBY, INC.
OXNARD REFINERY
CHASE PRODUCTION CO.
TEXCON TANK FARM

SITE DIAGRAM